

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
CENTRAL DIVISION

Re: William Harrison, Jr., Debtor

Case No. 4:17-bk-12473J  
Chapter 7

**AMENDED APPLICATION FOR APPROVAL OF EMPLOYMENT  
OF SPECIAL COUNSEL**

Comes M. Randy Rice, Trustee, and for his Amended Application for Approval of Employment of Special Counsel, states and alleges as follows:

1. The Debtor filed a chapter 7 bankruptcy proceeding on April 28, 2017.
2. The Debtor's bankruptcy proceeding was initially administered as a no-asset case and closed on September 8, 2017. The case was reopened on July 8, 2020. Jim Dowden was appointed Chapter 7 Trustee of the estate on July 8, 2020. M. Randy Rice was appointed successor Chapter 7 Trustee of the estate on May 11, 2022.
3. Property of this estate includes the Debtor's contingent, unliquidated claim arising from a personal injury claim against an entity or product manufacturer ("the Claim").
4. An order was entered to employ special counsel on May 12, 2022. The order contained incorrect information regarding the firms working on this file.
5. The trustee seeks to retain the services of Wagstaff Law Firm, 940 Lincoln Street, Denver CO 80203, and Pulaski Kherkher, PLLC, 2925 Richmond Ave., Suite 1725, Houston, TX 77098 (hereafter referred to as "Special Counsel") to continue pursuing the Claim on behalf of the estate. The attorneys have agreed to pursue this matter on the following contingency fee basis: forty percent (40 %), plus expenses. Fee may be split with other class attorneys that have been approved by the Federal District Court handling the claim or other attorneys that provide assistance to the class attorneys handling the claims.

6. The belief of the trustee is that Special Counsel neither holds nor represents any interest adverse to the trustee or any creditor of this estate for the matter for which they are being engaged and it would be in the best interest of the estate for it to hire the foregoing attorneys as special counsel to continue pursuing the Claim on behalf of the estate.

**WHEREFORE**, the trustee prays that this Court approves the employment of Wagstaff Law Firm, 940 Lincoln Street, Denver CO 80203, and Pulaski Kherkher, PLLC, 2925 Richmond Ave., Suite 1725, Houston, TX 77098 as special counsel for the purposes herein stated and for all other relief which the estate may be entitled.

DATE        January 18, 2023

Respectfully Submitted:

/s/ M. Randy Rice, Trustee  
124 W. Capitol, #1850  
Little Rock, AR 72201  
(501) 374-1019  
randyrice2@comcast.net

**Certificate of Notice**

I, M. Randy Rice, hereby certify that on today's date, I electronically filed the foregoing Amended Application with the Clerk of the Bankruptcy Court using the CMF\ECF system, which shall send notification of the filing to the following parties:

James O. Wyre, II, Attorney

jameswyre@conwaycorp.net

DATE        January 18, 2023

/s/ M. Randy Rice, Trustee

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AFFIDAVIT OF DISINTERESTEDNESS

- I, Breanna E. Alexander, attorney at Wagstaff Law Firm do hereby state:
  1. I am an attorney duly admitted to practice before all Courts of the State of Colorado and the United States District Courts sitting in Colorado.
  2. I am a member of the Wagstaff Law Firm, the law firm that the trustee is seeking to employ in the Application to which this Affidavit is attached.
  3. In, 2016, I was retained by the Debtor to pursue a personal injury claim on his behalf on a contingency fee basis, plus costs.
  4. I do not hold any interest adverse to the above-entitled estate except for the fact that I was initially retained by the debtor to pursue this personal injury Claim on his behalf as stated in paragraph number three (3) above.
  5. Wagstaff Law Firm and Pulaski Kherkher PLLC are disinterested persons within the meaning of 11 U. S. C. § 101 (14). Furthermore, neither Wagstaff Law Firm nor Pulaski Kherkher PLLC has any interest that is adverse to the debtor's estate.
  6. To the best of my knowledge, neither my firm nor any of its members or employees has any other connection with the above-named Debtor, his creditors, or any other party in interest herein, or his respective attorneys.
  7. If the trustee is authorized to employ my firm as requested in the Application to which the instant Affidavit is attached, I understand and agree that:
    - (a) The Bankruptcy Estate is my client, until such time as the claim in question is abandoned by the trustee by written notice of such abandonment.
    - (b) My firm is obligated to keep the trustee informed as to

all aspects of the claim in question.

- (c) No settlements or voluntary dismissals of the claim may be made and will not become binding without the written approval of the trustee and the Bankruptcy Court, after proper notice to all parties in interest.
- (d) My firm is not authorized to grant any "medical provider liens", "letters of protection", subrogation liens", "rights of reimbursement", or otherwise offer to protect payment of any claim for medical or other services out of or otherwise pledge or encumber in any way, any part of any recovery without the express written consent of the trustee.
- (e) All proceeds of any recovery that may be recognized from the claim at issue must be paid to the trustee in the first instance, and none may be disbursed without the written approval of the trustee or an Order of the Bankruptcy Court.
- (f) If the Application to which the instant Affidavit is attached is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be made by the trustee, after approval of the Bankruptcy Court.
- (g) All issues regarding attorneys fees, debtor's exemptions, or distribution of any recovery between the debtor and the trustee or creditors, or any other issues which may come to be in dispute in the bankruptcy case are subject to the jurisdiction of the Bankruptcy Court.

8. As part of my firm's anticipated representation of the estate, it may be necessary to hire experts to advise and assist in the prosecution of the claim at issue, specifically medical, liability, forensic, economic, or vocational experts, or other experts on the issues of liability or damages. In this regard, I agree that:

- (a) My firm will pay, or advance, any fees or cost retainers required by such experts with the understanding that such payment will be included as a cost in any subsequent fee application made to the Bankruptcy Court; and
- (b) Before entering into any such expert retention or

paying initial fees and costs, my firm will consult the trustee, provide any requested information or cost estimates, provide copies of any fee agreements, and obtain the trustee's approval of the proposed terms of retention.

(c) My firm will provide copies of any bills submitted by experts to the trustee promptly before the bills are paid to afford the trustee the opportunity to review and approve the bills in advance of payment.

(d) Fee or expense of experts are subject to reimbursement by the Bankruptcy estate only upon approval of the Bankruptcy Court, to be paid as an administrative expense in the instant case pursuant to 11 U. S. C. § 726, out of proceeds of any Settlement or recovery in the litigation my firm will be handling.

9. I have been paid nothing by The Debtor, trustee, or any other party in connection with this matter.

10. I have agreed to share said fee with Pulaski Kherkher, PLLC., Johnson Law Group (dual rep firm) and Aylstock, Witkin, Kreis & Overholtz, PLLC.

I state, under penalty of perjury, that foregoing is true and correct.

Date 1/19/23

B. E. H. Y. C.

Breanna E. Alexander

STATE OF Colorado )  
 ) SS  
COUNTY OF Denver )

Subscribed and sworn to before me, a Notary Public, this 19 day of January, 2023.

My Commission Expires: 08/02/2025

NOTARY PUBLIC

